



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Plans and Specifications and Advertisement for Bids for Construction of Electric Substructures (EUD 93-3)

MEETING DATE: August 18, 1993

SUBMITTED BY: Electric Utility Director

RECOMMENDED ACTION: That the City Council approve the plans and specifications and authorize advertisement for bids for the construction of electric substructures.

BACKGROUND INFORMATION: The electric substructures will be installed across Elm Street west of Ham Lane and in the parking lot of Lakewood Mall. The substructures will be utilized by the Electric Utility Department to install a new cable system which will replace an existing and failing direct-buried high voltage system that serves a portion of the shopping center.

The bid opening date has been set for Thursday, September 2, 1993.

FUNDING: The estimated cost of this improvement, \$13,500, is included in the Department's 1993-94 fiscal year budget.

Henry J. Rice  
Electric Utility Director

Prepared by: Mel Grandi, Electrical Engineer

c: Asst. Electric Utility Director  
Purchasing Officer  
City Attorney

APPROVED

THOMAS A. PETERSON  
City Manager



recycled paper



**CITY OF LODI**  
**ELECTRIC UTILITY DEPARTMENT**

CITY OF LODI  
ELECTRIC UTILITY DEPARTMENT

Plans and Specifications  
for  
ELECTRIC SUBSTRUCTURES  
ELM ST. BETWEEN  
PACIFIC AVE. & HAM LN.

EUD 93-3

August 1993

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FOR  
SPECIFICATIONS

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STANDARD PLANS

117	SIDEWALK REPAIR
501A	PIPE BEDDING & BACKFILL
506	TRENCH STRUCTURAL SECTION REQUIREMENTS
W.O. 94030	CONDUIT INSTALLATION DETAILS ELM STREET BETWEEN PACIFIC AVENUE & HAM LANE

SECTION 1  
NOTICE INVITING BIDS

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CITY OF LODI, CALIFORNIA

Sealed proposals will be received by the Purchasing Officer, Lodi City Hall, 221 W. Pine Street, P.O. Box 3006, Lodi, California, 95241-1910, until 11:00 A.M. on Thursday, September 2, 1993. At that time, the proposals will be publicly opened and read in the City Hall Conference Room, 221 W. Pine Street, Lodi, CA for performing the following described work and other incidental and related work, all as shown on the plans and specifications for the above project.

- . Excavation of approximately 450 feet of trench
- . Excavate for City furnished vault
- . Installation of 450 feet of City furnished conduit
- . Installation of concrete pad
- . Removal and installation of asphalt and concrete as specified and necessary to complete the project
- . Backfill and compact all trench and vault excavation
- . Take part in pre-construction meeting at the jobsite prior to the start of the construction

The Contractor agrees to commence work within 15 calendar days after both parties have signed the contract and to complete the work within 20 working days. Upon signing the contract, Contractor agrees that length of time of the contract is reasonable.

In accordance with the provisions of Section 1770 of the Labor Code, the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the Public Works Department, City of Lodi, City Hall, Lodi, California, 95240. The Contractor and any subcontractor shall pay each employee engaged in the trade or occupation not less than the hourly wage rate. As the wage determination for each craft reflects an expiration date, it shall be the responsibility of the prime contractor and each subcontractor to insure that the prevailing wage rates of concern are current and paid to the employee.

1.1

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The Contractor shall make travel and subsistence payments to each worker needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements in accordance with Section 1773.8 of the Labor Code.

If a craft for classification used on the project is not shown on the wage determination, the Contractor may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations.

The City of Lodi hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against.

For any moneys earned by the Contractor and withheld by the City of Lodi to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the Public Contract Code of the State of California.

The Contractor may be required to submit copies of payroll records.

The plans, specifications and contract documents are available for \$25 (nonrefundable) at the office of the Electric Utility Director, City Hall, 221 W. Pine Street, P.O. Box 3006, Lodi, California, 95241-1910, (209) 333-6762. A set of plans, specifications and contract documents will be mailed upon receipt of \$30 (nonrefundable).

No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

The prime contractor on this project shall possess a valid State of California contractor's license appropriate to perform the described work.

The City Council reserves the right to reject any or all bids and to waive any informality in the completion of such forms, and to award to the lowest responsible bidder.

By Order of the City Council

JENNIFER L. PERRIN  
City Clerk

2.100 BID OPENING

The Purchasing Officer will receive sealed bids at Lodi City Hall, 221 West Pine Street, Lodi, California, 95240, until the time for opening bids as noted in the "Notice Inviting Bids". Bidders or their authorized agents are invited to be present.

The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover, plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded. Only proposals actually received by the Purchasing Officer by the time set for the bid opening will be accepted.

2.200 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK

The bidder is required to examine carefully the sites, Information to Bidders, Bid Proposal, Contract, General Provisions, Special Provisions and the plans for the work contemplated, and it will be assumed that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the General Provisions, the Special Provisions and the Contract. It is mutually agreed that submission of a bid proposal shall be considered prima facie evidence that the bidder has made such examination.

If omissions, discrepancies or apparent errors are found in the plans and specifications prior to the date of bid opening, the bidder shall submit a written request for a clarification, which will be given in the form of addenda to all bidders if time permits.

2.300 REGISTRATION OF CONTRACTORS

Before submitting bids, contractors shall be licensed in California in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.

2.400 BIDDING DOCUMENTS

- A. Proposal Form - All proposals must be made on the forms provided with this set of specifications. Bids not presented in this form shall be disregarded. All proposals must be signed by the Bidder. If the bidder is a corporation, the corporation's seal must be used.

Each proposal shall include all addenda or clarifications

issued during the bidding period acknowledged by the bidder's signature thereon. Failure to so include or acknowledge an addendum or clarification will result in the proposal being rejected as not responsive.

- B. List of Proposed Subcontractors - Any subcontractor doing work in excess of 1/2 of 1 percent of the total contract price shall be designated on the form provided in accordance with Sections 4100 et seq. of the Government Code.
- C. Bidder's Guarantee - All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's check, certified check, or bidder's bond made payable to the City of Lodi for an amount equal to at least 10% of the amount of said bid and no bid shall be considered unless such cash, cashier's check, certified check, or bidder's bond is enclosed.

All bidder's guarantee will be returned to the respective bidders after the contract has been awarded except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract.

#### 2.500 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES

Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

#### 2.600 PREVAILING WAGE RATES/LABOR CODE REQUIREMENTS

##### A. Prevailing Wage Rates

Bidders are notified that the contractor to whom the contract is awarded, and any subcontractor under them, must pay the general prevailing wage rates as ascertained from time to time by resolution of the City Council. In accordance with the provisions of Section 1773 of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs authorized by Section 3039, and similar purposes applicable to the work



to be done. Said rates are available through the Electric Utility Department, City of Lodi, City Hall, 221 West Pine Street, Lodi, California 95240.

The contractor performing the work shall be responsible for obtaining a copy of the State wage rate determination. The contractor shall be responsible for posting said wage rate at a prominent location at the work site and shall maintain same in a good, readable condition for the duration of the work. In those projects where Federal funds are involved, as indicated by the inclusion of Federal wage determinations in the project "Instructions to Bidders", the minimum wages to be paid shall be the highest of either the State or Federal prevailing wage rates.

Should the contractor choose to work on a Saturday, Sunday or on a holiday recognized by the Labor Unions, the contractor shall reimburse the City of Lodi the actual cost of engineering, inspection, superintendence, and/or other overhead expenses which are directly chargeable to the contract. Should such work be undertaken at the request of the City, reimbursement will not be required.

B. Payroll Records

The prime contractor to whom the contract is awarded shall insure that they and each subcontractor will, in accordance with Section 1776 of the Labor Code, maintain certified payroll records. It shall be the prime's responsibility to obtain copies of the current prevailing wage rate determination for all subcontractors upon request. The contractor shall submit copies of all weekly payrolls to the Engineer.

C. Labor Code Section 1776

- 1) Each contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- 2) The payroll records enumerated under subdivision (1) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
  - a) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- b) A certified copy of all payroll records enumerated in subdivision (1) shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c) A certified copy of all payroll records enumerated in subdivision (1) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 1), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
- 3) Each contractor shall file a certified copy of the records enumerated in subdivision (1) with the entity that requested the records within 10 days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or performing the contract shall not be marked or obliterated.
- 5) The contractor shall inform the City of the location of the records enumerated under subdivision (1), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 6) In the event of noncompliance with the requirements of this section, the contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the contractor must comply with this section. Should noncompliance still be evident after the 10-day period, the contractor shall, as a penalty to the State or political

subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

#### 2.700 AWARD OF CONTRACT

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements described.

In case of tie bids, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. Tie bidders will be notified and may be present.

"Lowest responsible bidder" refers to not only the attribute of trustworthiness, but also to the quality, firmness, and capacity of the low monetary bidder to satisfactorily perform the proposed work. If the Council determines to award a contract to other than the lowest monetary bidder, the City shall:

1. Notify the lowest monetary bidder;
2. Give the lowest monetary bidder an opportunity to know the reason why he/she is not considered the lowest responsible bidder;
3. Give the lowest monetary bidder an opportunity to ask for a pre-award hearing before the City Council.

Where alternate bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within forty-five (45) days after the opening of the bids. All bids will be compared on the basis of the Engineer's Estimate of quantities of work to be done.

#### 2.800 EXECUTION OF CONTRACT

The contract shall be signed by the successful Bidder and returned, together with the contract bonds, within ten (10) working days, after the Bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until execution of the contract.

Failure to execute a contract and file acceptable bonds as provided within ten (10) working days, after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal deposit. The City may elect to adjust the start of working days as described in Section 6-04.03 to account for delays in executing the contract.

2.5

The successful bidder acknowledges, upon signing the contract, that the time of completion of the contract is reasonable.

#### 2.900 CONTRACT BONDS

The contractor shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

#### 2.1000 NOTIFICATION OF SURETY COMPANIES

The surety companies shall familiarize themselves with all the provisions and conditions of the contract. It is understood and agreed that they waive the right to special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time or any other act or acts by the City of Lodi or its authorized agents under the terms of the contract; and failure to so notify the surety companies of such changes shall in no way relieve the surety or sureties of their obligations under this contract.

#### 2.1100 INSURANCE CERTIFICATE

The Contractor shall furnish a certificate of insurance to the City of Lodi in accordance with Section 5-413, "Public Liability and Property Damage Insurance", and Section 5-414, "Compensation Insurance", of the General Provisions at the time the signed contract is returned to the City.

#### 2.1200 WORKER'S COMPENSATION INSURANCE

The Contractor shall carry full Worker's Compensation Insurance coverage for all persons employed in carrying out the work, including subcontractor's employees, under this contract in accordance with the "Worker's Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any acts amendatory thereof.

#### 2.1300 DRUG-FREE WORKPLACE POLICY

The City of Lodi has adopted a drug-free workplace policy. This policy is attached as Exhibit A and made a part of the Information to Bidders. As a pre-condition to receiving a contract which use Federal funds, the Contractor must certify that he/she will provide a drug-free workplace and comply with the city's drug free workplace policy.

SECTION 3  
BID PROPOSAL

CITY OF LODI

Date:

To the Lodi City Council  
Lodi City Hall  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

The undersigned declares that the sites have been carefully examined, Information to Bidders, Contract, General Provisions, Special Provisions and the Plans for the construction of various items required for the above-named project and submits this schedule of prices for the items of the bid.

If awarded the Contract, the undersigned agrees to furnish all labor, material and equipment necessary to complete said work for this project, excepting those items supplied by the City of Lodi, in strict accordance with the Plans, Information to Bidders, General Provisions, Special Provisions and Contract form adopted for the same and requirements under them of the Engineer, and will take in full payment therefor the following unit and total prices, to-wit:

The work consists of the following and other incidental and related work, all as shown on the plans and specifications for the above project:

<u>BID ITEMS</u>					
ITEM NO.	DESCRIPTION	UNIT	EST'D QTY.	UNIT PRICE	TOTAL PRICE
1.	Cut and Remove Blacktop	LF	400	\$ _____	\$ _____
2.	Excavate Trench, Install Conduit, Backfill, Compaction	LF	450	\$ _____	\$ _____
3.	Excavation for Vault, Backfill, Compaction	-	1	\$ _____	\$ _____
4.	Sidewalk Removal/Replacement and Install Concrete Transformer Pad	SF	54	\$ _____	\$ _____
5.	Blacktopping				
	A. Street	LF	60	\$ _____	\$ _____
	B. Parking Lot	LF	340	\$ _____	\$ _____
				TOTAL BID	\$ _____

3.1

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The undersigned agrees that if this Bid Proposal is accepted, at the time of the signing of the contract, two good and sufficient bonds will be furnished: one in the amount of 100 percent of the contract price for faithful performance of all the terms and covenants and conditions of the contract; the other in the amount of 50 percent of the contract price to guarantee the payment for labor and materials used in performing the work embraced under this contract.

All bidder's guarantees will be returned to the respective bidders after the contract has been awarded, except for those bid guarantees of bidders who may be given further consideration if the low bidder does not elect to execute the contract. After the award, if the Contractor awarded the bid does not execute the contract, the bidder's guarantee will be forfeited. All bidder guarantees of unsuccessful bidders will be returned upon receiving the executed contract. Accompanying this Bid Proposal is \_\_\_\_\_ (insert the words "Cash," "Certified Check," "Cashier's Check," or "Bidder's Bond," as the case may be) payable to the City of Lodi in the amount equal to at least 10% of the total bid, which is to be deposited with the City of Lodi as required.

The undersigned further agrees that in case of default in executing the required contract, together with the necessary bonds, within 10 working days after receiving the contract for signature, the proceeds of the deposit accompanying the bid shall become the property of the City of Lodi, California, and this Bid Proposal and the acceptance thereof may be considered null and void. However, if the undersigned shall execute the contract and furnish the bonds required within the time aforesaid, the deposit shall be returned forthwith.

It is understood that no verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Bid Proposal.

It is understood that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid, nor will bidders be released on account of errors.

The undersigned declares that the only person or persons interested in this proposal as principal or principals is or are the undersigned, and that no person other than the undersigned has any interest in this Bid Proposal or in the contract proposed to be taken; that this proposal is made without any connection with any other person or persons making a bid or proposal for the same purpose; that the proposal is in all respects fair and in good faith and without collusion or fraud; that no City Officer, either elected or appointed, and no City Employee is, shall be or become directly or indirectly interested as principal or principals in this Bid Proposal or in the contract proposed to be made, or in the supplies, work or

business to which it relates or in any portions of the profits thereof.

All representations made herein are true and are made under penalty of perjury.

The following information is furnished relative to each subcontractor who will perform work or labor or render services to the undersigned in and about the construction of the project in an amount in excess of one-half of one percent of the total amount of this bid or, on a street, highway or bridge project, work in excess of one-half of one percent or \$10,000, whichever is greater. The undersigned agrees that any portions of the work in excess of the specified amounts shown above and for which no subcontractor is designated herein, will be performed by the undersigned.

<u>Name of Subcontractor</u>	<u>Address</u>	<u>Description of Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if needed.)

The Undersigned is licensed in accordance with the laws of the State of California, License No. \_\_\_\_\_, Classification \_\_\_\_\_, License Expiration Date \_\_\_\_\_.

Federal Contractor/Employer I.D. No. \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_, 19\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
TYPE OF ORGANIZATION  
Individual, Partnership or Corporation (Affix corporate seal if Corporation)

\_\_\_\_\_  
Address

\_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone

3.3

SECTION 4  
CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the City of Lodi, State of California, herein referred to as the "City," and \_\_\_\_\_, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth



in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise for be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of the following and other incidental and related work, all as shown on the plans and specifications for the above project.

<u>BID ITEMS</u>					
ITEM NO.	DESCRIPTION	UNIT	EST'D QTY.	UNIT PRICE	TOTAL PRICE
1.	Cut and Remove Blacktop	LF	400	\$ _____	\$ _____
2.	Excavate Trench, Install Conduit, Backfill, Compaction	LF	450	\$ _____	\$ _____
3.	Excavation for Vault, Backfill, Compaction	-	1	\$ _____	\$ _____
4.	Sidewalk Removal/Replacement and Install Concrete Transformer Pad	SF	54	\$ _____	\$ _____
5.	Blacktopping				
	A. Street	LF	60	\$ _____	\$ _____
	B. Parking Lot	LF	340	\$ _____	\$ _____
				TOTAL BID	\$ _____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within 20 WORKING DAYS.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

SECTION 5  
GENERAL PROVISIONS

5-100 SCOPE OF WORK

5-101 Work to be Done The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery, except as otherwise specified, which are necessary and required to construct and complete the work designated in these specifications and improvement plans, and to leave the grounds in a neat condition.

5-102 Alterations By mutual consent in writing of the parties signatory to the contract, alterations or deviations, increases or decreases, and additions or omissions in the plans and specifications may be made and the same shall in no way affect or make void the contract.

The City of Lodi reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the City Engineer.

5-103 Extra Work New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items for which there is a contract bid price.

The Contractor shall do no extra work except upon a written change order from the City Engineer. For such extra work, the Contractor shall receive payment as previously agreed upon in the change order or as provided in Section 5-604, "Extra Work", of these General Provisions.

5-104 Cleaning Up The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

The Contractor shall remove and dispose of all trees designated by the City Engineer as obstructions to the proper completion of the work.

Upon completion and before making application for final acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by Contractor in connection with the work of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition, acceptable to the Engineer.

5-200 CONTROL OF WORK

5-201 Authority of the City Engineer The City Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The City Engineer's decision shall be final. The City Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

5-202 Plans All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the City Engineer, except by direction of the City Engineer.

The contract plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. These plans shall be approved by the City Engineer before any work involving these plans shall be performed. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

Full compensation for furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which such drawings relate and no additional compensation will be allowed therefor.

It is mutually agreed, however, that approval by the City Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of Contractor's working plans with the approved plans and specifications.

5-203 Conformity with Contract Documents and Allowable Deviations Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Deviations from the approved plans, as may be required by the urgencies of construction, will be determined in all cases by the City Engineer and authorized in writing.

5-204 Coordination of Plans and Specifications The plans and specifications including all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

Plans shall govern over Special Provisions. Special Provisions shall govern over General Provisions. General Provisions shall govern over Standard Specifications and Standard Plans.

5-205 Interpretation of Plans and Specifications Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall apply to the City Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the

contract so far as may be consistent with the intent of the original specifications. In the event of doubt or questions relative to the true meaning of the contract documents, reference shall be made to the City Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

5-206 Order of Work When required by the Special Provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming with such requirements will be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5-207 Plans and Specifications on Job Site A completed, approved set of plans, specifications and change orders shall be kept on the job site and available at all times. Non-availability shall be deemed a cause for temporary suspension of work.

5-208 Superintendence Before starting work, the Contractor shall designate in writing an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or Contractor's authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or supervisor who may have charge of the particular work in reference to which the orders are given.

Any order given by the Engineer, not otherwise required by the specifications to be in writing, will, on request of the Contractor, be given or confirmed in writing.

5-209 Lines and Grades All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted. Such stakes or points will be set as the Engineer determines to be necessary to establish the lines and grades required for the completion of the work specified in the plans and specification.

Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade; and in case any such discrepancy exists, it must be reported to the City Engineer. If such a discrepancy is not reported to the City Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall give at least 24 hours notice when the services of the City Engineer are required for laying out any portion of the work.

Stakes and points set by the Engineer shall be carefully preserved by the Contractor until authorized to remove them by the City Engineer. In case such stakes and points are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and points which, in the judgment of the Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.

5-210 Inspection The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the specifications, the General Provisions, and the plans. All work done and all materials furnished shall be subject to the Engineer's inspection.

The Contractor shall provide excavations for the Engineer for the purpose of taking compaction tests in areas below existing grade where embankments or trench and structure backfill has not been tested.

Whenever the Contractor varies the period during which work is carried on each day, due notice shall be given to the City Engineer so that proper inspection may be provided.

The inspection of the work or materials shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefor has been included in a progress estimate.

The projects financed in whole or in parts with State funds shall be subject to inspection at all times by the designated agents of the State of California.

Portions of the work done under a San Joaquin County encroachment permit shall be subject to County inspection.

5-211 Removal of Defective and Unauthorized Work All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

All work done beyond the lines and grades shown on the plans or established by the City Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed and to deduct the costs thereof from any moneys due or to become due to the Contractor.

5-312 Final Inspection Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleaning up performed, and the City Engineer notified in writing, the City Engineer will make the final inspection.

#### 5-300 CONTROL OF MATERIALS

5-301 Source of Supply and Quality of Materials The Contractor shall furnish all materials required to complete the work, except materials that are designated in the specifications to be furnished by the City.

Only materials conforming to the requirements of the specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications or the plans. The materials shall be manufactured, handled and used in a manner to insure completed work in accordance with the plans and specifications.

Manufacturer's warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before commencement of the work.

5-302 Samples and Tests At the option of the City Engineer, the source of supply of each of the materials shall be approved by the City Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the City Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the City Engineer, without charge. No material shall be used until it has been approved by the City Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

5-303 Defective Materials All material not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the City Engineer.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the City Engineer.

Upon failure on the part of the Contractor to comply with an order of the City Engineer made under the provisions of this section, the City Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

5-304 City-furnished Materials Materials furnished by the City will be available at locations designated in the Special Provisions, or if not designated therein they will be delivered to the project. They shall be hauled to the site of the work by the Contractor at his/her expense, including any necessary loading and unloading that may be involved. The cost of handling and placing City-furnished materials shall be considered as included in the price paid for the contract items involving such City-furnished materials. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished materials and such costs may be deducted from any moneys due or to become due the Contractor.

5-305 Trade Names and Alternatives For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and the catalogue information. The use of an alternative article or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements.

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, who shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and such decision shall be final.

Whenever the specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

#### 5-400 LEGAL RELATIONS AND RESPONSIBILITIES

5-401 Laws to be Observed The Contractor shall keep him/herself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Los Angeles which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and

decrees of bodies or tribunals having any jurisdiction or authority over the same.

5-402 Labor Discrimination Attention is directed to Section 1735 of the Labor Code which reads as follows:

1735. No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 1420, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

5-403 Permits and Licenses Except as otherwise provided, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

5-404 Contractor's Licensing Laws Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of California and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

5-405 Patents The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.

5-406 Safety Provisions The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

5-407 Public Convenience and Safety The Contractor shall so conduct the operation as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the Special Provisions to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses and buildings along the road or street shall be maintained and temporary crossing shall be provided and maintained to good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and flag persons as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and shall also erect and maintain such warning and directional signs as may be furnished by the City.

Signs, lights, flags and other warning and safety devices shall conform to the requirements set forth in the current "Manual of Warning Signs, Lights and Devices for Use in Performance of Work upon Highways," issued by the State of California Department of Transportation. Copies of this manual are on file with the Public Works Department.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Full compensation for doing the above-mentioned work shall be included in the price paid for the various contract items of work, and no additional compensation will be allowed therefor.

5-408 Preservation of Property Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees, shrubs and other plants that are not to be removed.

Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, and any other above ground improvements or facilities and all underground facilities shown on the plans or brought to the Contractor's attention during the contract, within or adjacent to the highway, within or adjacent to the highway, shall be protected from injury or damage; and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. Such objects injured or damaged by reason of the Contractor's operations shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

5-409 Responsibility for Damage The City of Lodi, the City Council, all officers and employees or agent shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either work personnel or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Lodi, the City Council, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

**5-410 Contractor's Responsibility for Work** Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.

**5-411 No Personal Liability** Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under the contract.

**5-412 Responsibility of City** The City of Lodi shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

**5-413 Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

**1. COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -  
Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -  
Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

**2. COMPREHENSIVE AUTOMOBILE LIABILITY**

\$1,000,000 Bodily Injury - Ea. Person  
\$1,000,000 Bodily Injury - Ea. Occurrence  
\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

**(a) Additional Named Insured Endorsement**

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written contract with the City of Lodi. (This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

**(b) Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

**(c) Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

**(d) Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be cancelled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**(e) Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).**

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**5-414 Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be cancelled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

**5-415 Guarantee and warranty** In addition to guarantees required in other provisions of the contract, Contractor shall, and hereby does, guarantee and warrant all work for a period of one year after date of acceptance or work by the City and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within one-year period from date of acceptance without expense whatsoever to the City, ordinary wear and tear.

unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. The Contractor shall notify the Engineer upon completion of repairs.

In the event of failure of the Contractor to comply with the above-mentioned conditions within one week after being notified in writing, the City is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who hereby agrees to pay costs, penalties and charges therefor immediately on demand.

If, in the opinion of the Engineer, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the City or to prevent interruption of operations of the City, the City will attempt to give the notice required. If the Contractor cannot be contacted or does not comply with the Engineer's request for correction within a reasonable time as determined by the Engineer, the City may, notwithstanding the provisions of this section, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the City will not relieve the Contractor of the guarantees provided in this section or elsewhere in this contract.

This section does not in any way limit the guarantee on any items for which longer guarantee is specified nor on any items for which a manufacturer gives a guarantee for a longer period, nor does it limit other remedies of the City in respect to latent defects, fraud or implied warranties.

5-416 Cooperation Should construction be underway by other agencies or by other contractors within or adjacent to the limits for the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall schedule and coordinate the work with the other contractors and agencies so there is the least amount of conflict during all phases of construction. The Contractor is also responsible for making all necessary agreements with other contractors as required during construction.

#### 5-500 PROSECUTION AND PROGRESS

5-501 Subcontracting The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under control.

Subcontractor will not be recognized as such and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City Engineer, the subcontractor shall be removed immediately on the requisition of the City Engineer and shall not again be employed on the work.

5-502 Assignment The performance of the contract may not be assigned, except upon written consent of the City. Consent will not be given to any proposed assignment which would relieve the original Contractor or Contractor's surety of their responsibilities under the contract, nor will the City consent to any assignment of a part of the work under the contract.

5-503 (deleted)

5-504 (deleted)

5-505 Character of Work Personnel If any subcontractor or person employed by the Contractor fails or refuses to carry out the directions of the City Engineer or appears to the City Engineer to be incompetent or to act in a disorderly or improper manner, that person shall be discharged immediately on the requisition of the City Engineer, and such person shall not again be employed on the work.

5-506 Temporary Suspension of Work The City Engineer shall have the authority to suspend the work wholly or in part, for such period as City Engineer may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as City Engineer may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the contract. The Contractor shall immediately obey such order of the City Engineer and shall not resume the work until ordered in writing by the City Engineer.

In the event that suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the contract; or by reason of weather conditions being unsuitable for performing any item or items of work which, in the sole opinion of the Engineer, could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at Contractor's expense, shall do all the work necessary to provide a safe, smooth and unobstructed passageway through construction for use by public traffic during the period of such suspension as provided in Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety," of the Standard Specifications, and as provided in the Contract Specifications. In the event that the Contractor fails to perform the work above specified, the City may perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

5-507 Time of Completion and Liquidated Damages It is agreed by the Contractor that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in the contract, damage will be sustained by the City of Lodi, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Lodi the sum as specified in Section



6-04.03 "Beginning of Work, Time of Completion and Liquidated Damages" per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Lodi may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, Contractor's heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall, within 10 days from the beginning of any such delay, notify the City Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of the delay, and the City Engineer's findings of the facts thereon shall be final and conclusive.

5-508 Termination of Contract Failure to prosecute the work diligently is grounds for termination of the Contractor's control over the work by the City of Lodi as provided in Section 14394 of the Government Code of the State of California.

5-509 Right-of-Way The necessary rights-of-way and easements for the work will be provided by the City of Lodi. The Contractor shall make arrangements and pay all expenses for additional area required by Contractor outside of the limits of right-of-way, unless otherwise provided in the Special Provisions.

#### 5-600 MEASUREMENT, ACCEPTANCE AND PAYMENT

5-601 Progress Payments The City Engineer, once each month after actual construction work is started, shall make an estimate as to the total amount of the work done and materials furnished by the Contractor to the last day of the preceding month.

The City of Lodi shall retain 10 percent of the estimated value of said work and the balance less any previous payments shall be paid to the Contractor.

The retained percentage as specified above will be held by the City and will be due and payable to the Contractor 30 days after filing of notice of completion, provided no liens have been filed.

5-602 Substitution of Securities for Withheld Amount Pursuant to Section 22300 of the Public Contract Code of the State of California, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

5-603 Final Acceptance of the Work The Contractor will notify the Engineer in writing of the completion. The Engineer will check as to the actual completion, and when satisfied will recommend acceptance to the City Council. The date of completion will be the date of acceptance of the work by the City Council.

5-604 Extra Work Extra work shall conform to Section 4-1.03D, of the Standard Specifications. Payment for extra work will be established by agreement between the Contractor and the City. If no agreement can be reached, as to the exact cost of the extra work, payment will be made by force account as provided in Section 9-1.03 of the Standard Specifications.

#### 5-605 Notice of Potential Claim

This section supersedes Section 9-1.04 of the July 1992 Edition of the State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications.

The Contractor shall not be entitled to the payment of any additional compensation for any cause including any act or failure to act by the Engineer to the happening of any event, thing, or occurrence unless the Engineer has been notified in writing of a potential claim as hereinafter specified; provided, however, that compliance with this Section 5-605 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 5-102, "Alterations", or the notice provisions in Section 5-507, "Time of Completion and Liquidated Damages", nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall state the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, or occurrence giving rise to the potential claim.

It is the intention of this Section 5-605 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that there shall be no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written notice of potential claim was filed.

#### 5-605.5 Determination of Rights

If the monetary amount of all the Contractor's claims arising under or by virtue of the contract does not exceed \$25,000, such claims are subject to determination or rights under the contract by a hearing officer of the City Council of the City of Lodi. The party seeking a determination of rights shall give notice in writing of the claim to the other party and to the City Council of the City of Lodi, setting forth the facts on which the claim is based. Such notice shall be given no later than six months after the issuance of the final estimate.

The City Council of the City of Lodi will appoint a hearing officer to hear such claim within 60 days after such notice before completion of the contract, unless the City consents to earlier appointment. The hearing officer will hear and determine the controversy and render a decision in writing within 60 days after appointment, unless otherwise agreed to by the parties or unless for good cause the hearing officer extends such time. Each party shall bear its own costs and shall pay one-half of the cost of the hearing.

Rules and regulations adopted by the City Council of the City of Lodi pursuant to Section 14380 of the Government Code will govern the conduct of the hearings, including requirements as to pleadings and other documents to be filed. The rules and regulations may be obtained from the City Council of the City of Lodi.

Compliance with the notice requirements of this section does not relieve the Contractor of responsibility for complying with any notice or protest requirement specified in these specifications (e.g., Sections 5-102, "Alterations"; 5-507, "Time of Completion and Liquidated Damages"; and 5-605, "Notice of Potential Claim"), nor does compliance with the notice requirements of this section relieve the Contractor of responsibility for complying with the claims submission requirements in Section 5-606, "Final Payment".

The notices required by this section shall be sent as follows:

(a) to the City Council of the City of Lodi, P.O. Box 3006, Lodi, California, 95241-1910; (b) to the Department of Public Works, City of Lodi, P.O. Box 3006, Lodi, California, 95241-1910; and (c) to the Contractor: such notices will be sent to the business address set forth in the proposal.

If the address to which the notice to the City Council of the City of Lodi or to the Department is to be changed, the Department will notify the Contractor in writing of such change. The Contractor may change the address to which notices are to be sent by giving the Department written notification of such change of address.

5-606 Final Payment The City Engineer shall, after the satisfactory completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Lodi shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final payment shall not be due and payable until the expiration of 30 days after filing of notice of completion provided no liens have been filed.

It is mutually agreed between the parties to the contract that any payments made under the contract, except the final payment, shall not be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the City of Lodi, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Lodi, the City Council, all officers and employees from any and all claim -- liability on account of work performed under the contract or any alteration thereof.

#### 5-700 STANDARD SPECIFICATIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications entitled, "State of California, Business and Transportation Agency, Department of Transportation, Standard Specifications, July 1992," insofar as the same may apply, which specifications are hereinafter referred to as the Standard Specifications and in accordance with the following Special Provisions.

Whenever in the contract documents or the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following;

Department of Transportation, or  
Division of Highways - Department  
of Public Works of the City of Lodi

Electrical Engineer - Mel Grandi

Director of Public Works - Public  
Works Director and City Engineer  
of the City of Lodi

Laboratory - The designated laboratory  
authorized by the City of Lodi to test  
materials and work involved in the  
contract

State - The City of Lodi, California

Other items appearing in the Standard  
Specifications, the General Provisions,  
and the Special Provisions, shall have  
the intent and meaning specified in  
Section 1, Definition of Terms of the  
Standard Specifications.

ELECTRIC SUBSTRUCTURES

6-01 DESCRIPTION OF WORK

The work consists of installing one City furnished vault and approximately 450 lineal feet of City furnished conduit in 450 lineal feet of trench and other incidental and related work, all as shown on the plans and specifications for the above project.

The work to be done is shown on the following plans:

STANDARD PLANS

117	SIDEWALK REPAIR
501A	PIPE BEDDING & BACKFILL
506	TRENCH STRUCTURAL SECTION REQUIREMENTS
W.O. 94030	CONDUIT INSTALLATION DETAILS ELM STREET BETWEEN PACIFIC AVENUE & HAM LANE

6-02 QUANTITIES

The preliminary estimate of the quantities of work to be done and materials to be furnished as shown in the proposal are approximate only, being given as a basis for the comparison of bids. The City of Lodi does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

Additions or deletions in the quantity of work as set forth in these specifications and accompanying drawings for lump sum items may be ordered by the Engineer after the contract price has been adjusted accordingly to the satisfaction of both the Contractor and the City of Lodi, and they have been accepted in writing by the Engineer.

6-03 MATERIALS

The Contractor shall furnish for use under these Special Provisions all materials required to complete the project, except those materials specifically shown on the Plans or listed in these Special Provisions as "City furnished".

Whenever any material is specified by name and/or number thereof, such reference shall be deemed to be used for the purpose of facilitating a description of the materials and

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establishing quality, and shall be deemed and construed to be followed by the words, "or approved equal." No substitution will be permitted which has not been submitted ten days prior to installation for approval by the Engineer. Sufficient descriptive literature and/or samples must be furnished for any materials submitted as "equal" substitutes.

The City will furnish the following materials:

- o Utility Vault (See Section 6-86)
- o Conduit with accessories (See Section 6-86)

The Contractor shall pick up all City furnished equipment at the Municipal Service Center, 1331 S. Ham Lane between the hours of 8:00 a.m. to noon or 1:00 p.m. to 4:00 p.m. , except vault - see Section 6-86 of these Special Provisions.

#### 6-04 SCHEDULING PROJECT WORK

6-04.01 Scheduling Work Prior to any work, the Contractor shall furnish the Engineer with a work progress schedule in writing delineating the anticipated work procedure. This schedule shall be kept current and the Engineer shall be notified in writing 48 hours in advance of any variation thereof. The Contractor shall also supply the Engineer with a telephone number or numbers where a duly authorized representative of the Contractor may be reached at any time.

Prior to construction, a conference with the Contractor and Engineer concerning the schedule, traffic control and job safety shall be held.

6-04.03 Beginning of Work, Time of Completion and Liquidated Damages - Attention is directed to the Provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time and Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

The Contractor shall begin work within ten (10) days after receiving notice that the contract has been approved by the Mayor and shall diligently prosecute the same completion before the expiration of

#### 20 WORKING DAYS

The Contractor shall pay to the City of Lodi the sum of \$100 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

#### 6-05 CONSTRUCTION RIGHT-OF-WAY/CITY AUTHORITY

The City of Lodi has acquired the rights-of-way and easements in which the improvements and appurtenances shall be located and constructed.

The Contractor shall be responsible for making arrangements and paying all expenses for any additional working or storage area outside of the limits of right-of-way, unless otherwise provided in the Special Provisions.

In all electrical matters, where the specifications refer to "City Engineer", or "the Engineer", they shall be understood to mean and refer to the Electrical Engineer and his designated representative respectively.

## 6-06 SPECIFICATIONS

### 6-06.01 General

Section 6-10 through 6-95 of these Specifications (Special Provisions) correspond with the State of California Department of Transportation Standard Specifications. Not all the Sections are used. Therefore, there are gaps in the numbering sequence. Sections used contain either:

- o Changes from Standard Specifications
- o Additions to the Standard Specifications
- o Repetition of the Standard Specifications for clarity and/or emphasis

## 6-10 DUST CONTROL

6-10.01 Dust Control and Watering Dust control and watering shall conform to the provisions in Sections 10 "Dust Control" and 17 "Watering" of the Standard Specifications and these Special Provisions.

At the request of the Contractor, water for dust control and project construction will be furnished by the City of Lodi without cost to the Contractor. Water is available from five hydrants within the project boundaries. The Contractor shall furnish and use City approved hydrant wrenches.

Necessary precautions to prevent dust nuisance shall be taken during all phases of construction, on non-working days, and to final acceptance of the work.

Payment for dust control and watering shall be considered as included in the various items of work and no additional compensation will be allowed therefor.

## 6-12 TRAFFIC CONTROL

6-12.01 Traffic Control Traffic control shall conform to Section 12 "Construction Area Traffic Control Devices" of the Standard Specifications and these Special Provisions. Attention is particularly directed to the "MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES" published by Cal Trans. Nothing in these Specifications to be construed as to reduce the minimum standards set in said manual.

6.3

Two-way traffic shall be maintained at all times except as otherwise approved by the Engineer and as provided in the Special Provisions.

The Contractor will be required to keep all residents and businesses notified of the work schedule as it affect their access. City Police and Fire Departments and Lodi Ambulance Service shall be notified of parking restrictions and street closures.

The City will furnish "No Parking" signs, which shall be posted by the Contractor.

The Contractor shall be responsible for supplying, installing and maintaining such fences, barriers, lights, signs and flagmen as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof.

All traffic control equipment shall be removed when it is no longer required.

Upon request, the Contractor shall submit to the Engineer, a sketch showing the proposed signing and barricading to be used in the project.

All existing warning, regulatory, and information signs shall be maintained in a visible location during all phases of the construction by the Contractor.

If it becomes necessary for the City of Lodi to replace or place additional barricades in order to provide adequate safety to the public, the Contractor will be charged \$1.00 per barricade per day or portion thereof plus the cost of placement and removal. The Contractor will also be charged for replacement of damaged City barricades. The Contractor shall furnish and place his own barricades within three working days. No removal charge will be made if the Contractor returns City barricades to the Municipal Service Center.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved in furnishing and placing barricades, warning devices, and for flagmen as may be required by the Engineer shall be considered as included in the price paid for the various items of work, and on additional compensation will be allowed therefor.

#### 6-15 EXISTING FACILITIES

6-15.01 Protection of Existing Facilities Protection of existing facilities shall conform to all the applicable provisions in Section 8-1.10 "Utility and Non-Highway Facilities: and Section 15 "Existing Highway Facilities" of the Standard Specifications, and, these Special Provisions.

All known obstructions to the work are indicated on the plans. However, the City cannot guarantee the accuracy of this information. The Contractor will be held responsible for the maintenance and protection of or damage to existing facilities, structures, obstructions and all underground facilities shown on the plans or brought to the Contractor's attention during the course of the work.

The Contractor shall notify owner agencies for locations of utilities or facilities prior to excavation.

The owning utility shall be immediately notified of any damage which is caused by the operations of the Contractor to any facility, utility or structure. At the owning utilities' discretion, repairs shall be made by the Contractor at the owning utilities' direction or by the utility, all to the satisfaction of the Engineer.

Payment for protection of existing facilities shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed therefor except as provided in the Standard Specifications.

6-15.02 Removal Methods Removal of existing improvements shall conform to Section 15-2 "Miscellaneous Highway Facilities" of the Standard Specifications, these Special Provisions and as shown on the Plans.

All portions of existing concrete to be removed shall be removed in as smooth, neat, vertical plane. Where expansion, contraction or construction joints are not present, the concrete shall be saw cut to a minimum depth of 1-1/2 inches. If an expansion, contraction or construction joint is within 3 feet of the concrete to be removed, the concrete shall be removed to that joint.

Prior to final paving, all portions of existing pavement to be removed shall be cut on a neat, straight line. Pavement removed outside the removal line shall be cut parallel to and at right angles to the removal line. The face of the cut shall be smooth and shall not overhang the removal area. Drop hammers and/or rock wheel excavators are not allowed. Jackhammers may be used if the cuts are overlapped and meet the above criteria.

All removed material, unless otherwise specified, shall become the property of the Contractor and shall be disposed of outside of the right-of-way in accordance with the provisions in Section 7-1.13 "Disposal of Material Outside the Highway Right of Way" of the Standard Specifications.

Payment for removal of existing improvements shall be in accordance with Section 15-2.07 "Payment" of the Standard Specifications.



6-15.04      Adjusting Facilities to Grade      Miscellaneous facilities shall be adjusted to grade in accordance with these Special Provisions.

Upon completion of paving, the Contractor shall adjust all utility frames and miscellaneous facilities to within 3/16-inch of finished grade and shall conform to applicable portions of Standard Plan 123 except as noted on the plans.

Payment for adjusting facilities to grade shall be in accordance with Section 15-2.07 "Payment" of the Standard Specifications.

6-19      EARTHWORK

6-19.02      Conduit and Structure Excavation and Backfill  
Excavation and backfill for conduit, manholes and miscellaneous structures shall conform to the provisions in Section 19.3 "Structure Excavation and Backfill" of the Standard Specifications and these Special Provisions.

Pavement and concrete removal shall conform to Section 6.15.02 "Removal Methods" , of these Special Provisions.

All excavation shall be made to the lines and depths shown on the plans and as required in these Special Provisions. Where mud, peat or any unstable or objectionable material is encountered at or within 6 inches of the bottom of any excavation, such material shall be removed to a depth of at least 12 inches below the established grade and the trench brought to grade by placing a suitable material thoroughly compacted in place, all as approved by the Engineer.

Backfill in asphalt areas shall be brought to subgrade and the existing surfacing shall be replaced with the structural section shown on the plans. The backfill shall consist of slurry cement per Section 6-19.03 "Control Density Fill" of these Special Provisions.

Trench backfill shall be accomplished as soon as possible after the pipe has been installed, and in existing streets there shall be no more than 50 feet of open ditch at the end of the working day, unless otherwise specified by the Engineer.

The Contractor shall conduct his construction operations so that trench backfill at all intersections is sufficiently adequate to allow two-way traffic in both directions during all phases of construction unless otherwise specified.

Payment for conduit and structure excavation and backfill shall be considered as included in the price paid for the various items of work requiring excavation and backfill and no additional compensation will be allowed therefor.

6-19.03 Control Density Fill (CDF)  
the following specifications:

CDF shall conform to

(a) Materials

Cement shall meet the standards as set forth in ASTM C-150, Type II Cement.

Fly ash shall meet the standards as set forth in ASTM C-618, for Class F pozzolans. The fly ash shall not inhibit the entrainment of air.

Air entraining agent shall meet the standards as set forth in ASTM C-260.

Aggregates need not meet standards as set forth in ASTM C-33. Any aggregate which produce performance characteristics of the CDF considered for any given project, will be accepted for consideration, except as follows. The amount of material passing a #200 sieve shall not exceed 12% and no plastic fines shall be present.

(b) Mix Proportions

CDF shall be a mixture of cement, Class F pozzolan, sometimes coarse aggregate, air entraining agent and water. CDF shall be batched by a ready mixed concrete plant and delivered to job site by means of transit mixing trucks.

The actual mix proportions shall be determined by the producer of the CDF to meet job site conditions, minimum and maximum strengths and unit weight. Entrained air content shall be a minimum of 8.0%.

The actual entrained air content shall be established for each job with the materials and aggregates to be used to meet the placing and unit weight requirements. Entrained air content may be as high as 20% for fluidity requirements.

(c) Strength Requirements

Non-structural CDF shall produce unconfined compressive 28 day strengths from 50 psi to a maximum of 150 psi. CDF that is to be excavated by hand shall contain aggregate no larger than 3/8" top size nor shall the 3/8" aggregate comprise more than 30% of the total aggregate content.

(d) Placement

CDF shall be discharged from the mixer by any reasonable means into the area to be filled. CDF shall fill the abandoned structure(s) entirely.

(e) Payment

Full compensation for backfilling with controlled density fill shall be included in the various contract items of work and shall include all materials, equipments, tools, labor, and incidentals for doing all work involved in furnishing and placing the CDF and no additional compensation will be allowed therefor.

6-19.04 Excavation Safety Excavation Safety shall conform to the provisions in Sections 5-1.02A "Trench Excavation Safety Plans", and 7-1.01E "Trench Safety" of the Standard Specifications and these Special Provisions.

In making excavations for the project, the Contractor shall be fully responsible for providing and installing adequate sheeting, shoring and bracing as may be necessary as a precaution against slides or cave-ins and to fully protect all existing improvements of any kind from damage.

The Contractor shall obtain a permit from the Division of Industrial Safety and shall submit a copy of approved permit to the Engineer prior to the start of excavation. The cost of the permits shall be included in the total bid cost. If the shoring and bracing plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

The criteria given by the California Department of Industrial Relations are MINIMA for the conditions shown thereon. In addition to shoring the excavation as specified, it shall be a Contractor's responsibility to provide any and all additional shoring required to support the sides of the excavation against the effects of loads which may exceed those derived by using the criteria set forth by said governing agency. The Contractor shall be solely responsible for any damages which may result from his failure to provide adequate shoring to support the excavations under any or all of the conditions of loading which may exist or which may arise during the construction project.

The contract price paid per lump sum for excavation safety shall include full compensation for furnishing all labor, materials, permit and equipment and for doing all work involved as specified under these Special Provisions and no additional compensation will be allowed therefor.

6-19.05      Compaction      Subgrade preparation shall conform to all applicable parts of Section 19-5 "Compaction" of the Standard Specifications and these Special Provisions.

(a)    Compact Original Ground

Unless otherwise shown on the plans, compaction requirements for compacting original ground shall be a minimum relative compaction of 92 percent for a minimum depth of 8 inches and the limits shall conform to those shown on the plans.

Any material that is disturbed below the "compact original ground" shall be compacted to a minimum of 90 percent.

(b)    Miscellaneous Concrete Subgrade Compaction

The relative compaction of subgrade for all curb, gutter, sidewalk and driveways shall conform to these Special Provisions and to the requirements designated on the plans.

The miscellaneous concrete subgrade shall be graded to conform to the lines and grades shown on the plans. The compaction of the subgrade for miscellaneous concrete shall attain a minimum relative compaction of 90 percent for a minimum depth of 8 inches and 12 inches for commercial driveways.

Any organic Material or other unsuitable material found in the subgrade shall be removed and replaced with an acceptable material, as approved by the Engineer.

Concrete shall not be placed upon the subgrade until the subgrade has been approved by the Engineer. Finish grade shall be within 1/4 inch of plan grade.

(c)    Payment (Use appropriate paragraphs)

Payment for compaction shall be in accordance with Section 19-5.06 "Payment" of the Standard Specifications.

The contract price paid per square foot for compacting original ground shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in compacting and grading the concrete subgrade as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefor.

The contract price paid per square foot for miscellaneous concrete subgrade compaction shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in compacting and grading the concrete subgrade as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefor.

#### 6-22 CLEAN-UP

Clean-up shall conform to the provisions in Section 22 "Finishing Roadway" of the Standard Specifications and these Special Provisions.

Upon completion of the work, and prior to requesting final inspection, the work area shall be thoroughly cleaned of all rubbish, construction forms, stakes, excess material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

Full compensation for clean-up shall be considered as included in the price paid for the various contract items of work requiring finishing, and no additional compensation will be allowed therefor.

#### 6-39 ASPHALT CONCRETE

Asphalt concrete shall be produced from commercial quality asphalt and aggregates. The spreading and compacting requirements in Sections 39-6.02, "Spreading," and 39-6.03, "Compacting," of the Standard Specifications will not apply.

Asphalt concrete shall not be placed until the subgrade has been approved by the Engineer. Unstable subgrade shall not be paved. A prime coat is not required.

Contractor is responsible for all settling and/or blacktop abnormalities for a period of one year after acceptance of the project.

SS-1 asphaltic emulsion shall be applied to existing pavements, lower courses of new pavements (unless upper course is being applied in the same day and the lower course is clean), and vertical edges of new or existing pavements, prior to paving. If recommended by the manufacturer, the emulsion may be diluted up to 1:1. Immediately before applying the emulsion, the surface shall be cleaned of all dirt and loose material. Asphaltic emulsion and application shall conform to the applicable parts of Sections 94 "Asphaltic Emulsions" and 39-4.02 "Prime Coat and Paint Binder" of the Standard Specifications.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. Aggregate shall conform to the 3/8-inch maximum, specified in Section 39-2.02, "Aggregate," of the Standard Specifications.
3. The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate as approved by the Engineer.
4. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.
5. Asphalt concrete shall be spread and compacted in layers according to the following table:

Total required	Top layer	Next layer down
0.25' or less	total	-

6. Compaction shall be performed with a tandem roller weighing between 4 and 6 tons unless otherwise approved by the Engineer.

The completed surface shall be thoroughly compacted, smooth, true to grade and cross section and free from ruts, humps, depressions or irregularities. Depressions over 0.03 feet in 10 feet and other surface irregularities shall be corrected to the satisfaction of the Engineer.

Miscellaneous facilities shall be adjusted to grade in accordance with Section 6-15.04 "Adjusting Facilities to Grade" of these Special Provisions.

Pavement defects shall be correct at no additional cost to the City. No payment will be made for tonnage of asphalt concrete used in corrective work.

The contract price paid for trench excavation and backfill shall include full compensation for furnishing all labor, materials, tools and equipment, furnishing and applying asphalt emulsions, and for doing all the work involved in furnishing, spreading, compacting and correcting asphalt concrete and no additional compensation will be allowed therefore.

6-39.04 Trench Replacement and Shoulder Paving Trench replacement and shoulder paving consists of spreading and compacting asphalt concrete in the following locations:

- (a) trenches
- (b) shoulders less than 8 feet wide adjacent to concrete curb and gutter
- (c) asphalt sidewalks and ramps
- (d) dikes, gutters, aprons and flares
- (e) other miscellaneous areas designated by the Engineer

Asphalt concrete shall be produced from commercial quality asphalt and aggregates. The spreading and compacting requirements in Sections 39-6.02, "Spreading," and 39-6.03, "Compacting," of the Standard Specifications will not apply.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. Aggregate shall conform to the 3/8-inch maximum, specified in Section 39-2.02, "Aggregate," of the Standard Specifications.
3. The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate as approved by the Engineer.
4. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.
5. Asphalt concrete shall be spread and compacted in layers according to the following table:

Total required	Top layer	Next layer down
0.20' or less	total	-
0.25'	total	-
0.30'	0.15'	0.15'
0.35'	0.20'	0.15'

6. Compaction shall be performed with a tandem roller weighing between 4 and 6 tons unless otherwise approved by the Engineer.

The completed surface shall be thoroughly compacted, smooth, true to grade and cross section and free from ruts, humps, depressions or irregularities. Depressions over 0.03 feet in 10 feet and other surface irregularities shall be corrected to the satisfaction of the Engineer.

6.12

Miscellaneous facilities shall be adjusted to grade in accordance with Section 6-15.04 "Adjusting Facilities to Grade" of these Special Provisions.

Pavement defects shall be correct at no additional cost to the City. No payment will be made for tonnage of asphalt concrete used in corrective work.

The contract price paid for the various items of work shall include full compensation for furnishing all labor, materials, tools and equipment, furnishing and applying asphalt emulsions, and for doing all the work involved in furnishing, spreading, compacting and correcting asphalt concrete and no additional compensation will be allowed therefor.

#### 6-73 CURBS, SIDEWALKS AND MISCELLANEOUS CONCRETE

6-73.01 General: Curb, gutter, sidewalk, driveways, alley approaches, side inlet catch basins, drop inlet catch basins and any other miscellaneous concrete structures shall be constructed as shown on the plans, and applicable City of Lodi Standard Plans, and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these Special Provisions.

- (a) Earthwork shall conform to the plans and Section 6-19.05 of these Special Provisions.

The area between the right-of-way line and the back of sidewalk shall be graded to 1/4-inch per foot and sufficient compactive effort and moisture shall be applied to this area to prevent settlement. Voids shall be filled with topsoil, not sand. Lawns shall be reseeded. Water service or other boxes and facilities shall be adjusted to grade.

- (b) Curb, gutter, sidewalk, driveways and alley approaches shall be of monolithic construction. Construction joints shall be edged and shall conform to the proposed scoring pattern.

Expansion joint material shall be installed to the full depth of the concrete at locations shown on the plans and as designated by the Engineer.

Side inlet catch basin and drop inlet catch basin concrete may be placed against neat excavation of undisturbed earth.

Concrete retaining walls shall be formed with plywood and all exposed edges shall be edged. After the back form has been removed, the void shall be backfilled to grade with clean native top soil.



- (c) Concrete: Portland cement concrete shall be Class "B" conforming to Section 90 "Portland Cement Concrete" of the Standard Specifications with a minimum compressive strength of 2500 psi. at 28 days.

All concrete used shall be mixed completely in a truck mixer, commonly known in the industry as "transit-mixed concrete".

- (d) Forms: Forming requirements shall conform to the provisions in Section 73-1.04 "Forms" of the Standard Specifications. If clean neat lines can be cut, the Contractor may pour against undisturbed earth with

prior approval by the Engineer. If any sloughing or caving of material occurs, both front and back forms may be required.

Forms shall be true to lines and grades as shown on the plans.

Forms previously used shall be thoroughly cleaned before re-use. Before concrete is placed within any form, all inside surfaces of the forms shall be thoroughly coated with an approved oil.

All forms shall be free of any foreign material previous to placing concrete.

- (e) Concrete Placement: Concrete shall not be placed without approval of the Engineer. Placing concrete without notifying the Engineer may be reason for rejection of the work.

Prior to placing concrete, the subgrade and inside face of the forms shall be thoroughly wetted as the Engineer may direct.

Concrete shall not be deposited when it appears likely that the air temperature may fall below 40° F during the placing of concrete or within the following 24 hours, unless special approval has been received from the Engineer prior to placing of concrete. Concrete which, in the opinion of the Engineer, has been damaged by freezing shall be removed and replaced.

- (f) Finishing: After steel toweling, the concrete surfaces shall be given a fine hair broom finish. Brooming on sidewalk shall be transverse to the length of curb.

All exposed concrete surfaces shall be finished unless otherwise directed by the Engineer.

Score marks and weakened plane joints shall be located as shown on the plans and as directed by the Engineer.

- (g) Cure: Concrete cure shall be accomplished by either the water, pigmented curing compound or waterproof membrane method and shall conform to the provisions in Section 90-7 "Curing Concrete" of the Standard Specifications. White pigmented curing compound shall not be used on exposed surfaces.
- (h) Tolerances: Dimensional tolerances for concrete work are listed below. Work done outside of these tolerances will be rejected by the Engineer.

Curb, gutter, sidewalk thickness: Up to 1/4-inch below specified thickness.

Flow line: Puddles shall not exceed 1/4-inch in depth, 6 inches in width or 10 feet in length. Grinding in excess of 1/2-inch and the use of epoxy fillers are not acceptable.

Sidewalk crossfall: Total crossfall on 5-foot sidewalks shall be within 1/2-inch of design.

Catch basins: The opening shall be a full 8 inches across the face of the catch basin with the top properly aligned within 3 inches of the base.

- (i) Payment: Curb and gutter, sidewalk, driveways and mowstrips shall be paid for under the various contract items and shall include full compensation for furnishing all labor, materials, including adjusting facilities within the sidewalk to grade, grading and adjustments at the back of walk, removal of existing facilities, tools and equipment, and for doing all work involved in their construction as shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefor.

#### 6-86 ELECTRICAL CONDUIT AND VAULT(S)

6-86 General Electrical conduit and vault shall be installed at the approximate locations shown on the plans as directed by the Engineer.

All work shall meet the requirements of Section 86-1.02 "Regulations and Code" of the Standard Specifications.

6-86.07 Conduit Conduit shall conform to the provisions in Section 86-2.05C "Installation" of the Standard Specifications, these Special Provisions and the Plans.

All conduits, bend segments (elbows), couplings and cement (glue) will be furnished by the City. Conduit installation shall conform to the plans.

All conduit bends at the joints shall not exceed one degree. Greater angles shall be accomplished by using bend segments. All bend segments (elbows) shall be 36-inch radius.

The City will follow the Contractor's working schedule. The Contractor shall make a reasonable effort to accommodate the City.

After installation of the conduit and backfill has been completed each conduit run shall be cleaned. The conduits shall be cleaned by pulling an approved type stiff circular brush with a backplate of a diameter equal to 1/4-inch less than the conduit size through the conduits and blowing out loose material with compressed air. A 1/4-inch polypropylene pull rope shall be installed in each conduit. At least 2 feet of pull rope shall be doubled back into the conduit at each termination.

The contract price paid per lineal foot for the electrical conduit installation shall include full compensation for furnishing all labor, tools and equipment, tying into vaults, cleaning the conduits, furnishing and installing the pull ropes, and for doing all work involved in installing the conduit shown on the plans and as specified under these Special Provisions, and no additional compensation will be allowed therefor.

6-86.08 Vault(s) The contractor shall be responsible for setting the vault in location and to grade. All vault penetrations shall be grouted both on the inside and outside. Grout to be provided by the contractor and approved by the Engineer prior to its application.

Excavation and backfill for vault shall conform to the provisions of Section 6-19.02 "Conduit and Structure Excavation and Backfill" of these Special Provisions. Bedding for vault shall consist of a 3" minimum sand cushion. The type of vault being used does not have an adjustment feature for finish grade. The excavation shall be carefully prepared and the vault adjusted during placement. The grade of the vault lid to be 1/2 inch + 1/4", -0" above adjacent undisturbed blacktop. The approximate outside dimensions of the vault are included in the Plans, Contractor to field verify all dimensions.

The City, at the request of the contractor, will deliver and place the vault in the contractor provided excavation. The excavation shall be prepared to receive the vault at time of

delivery, that is, the bottom of the excavation must be compacted and level such that the vault, when set, will be at proper grade.

All conduits shall extend 2 inches past the inner surface of the vault and shall be grouted to the vault. Note: Conduits into vault to be installed by Contractor.

The Contractor shall be responsible to coordinate the scheduled delivery of the new vault to the job site with the City. Contact person is:

Carl Lindstrom  
Electric Utility Superintendent  
1331 South Ham Lane  
Lodi, CA 95242-3995

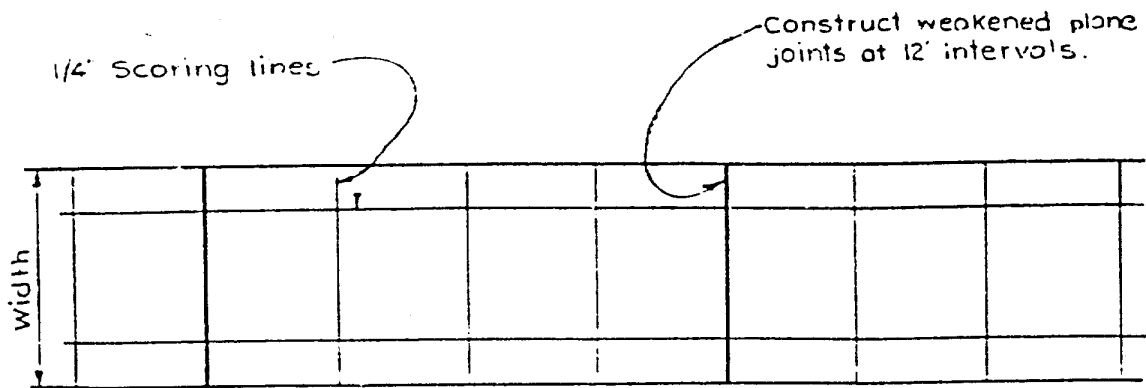
(209) 333-6763



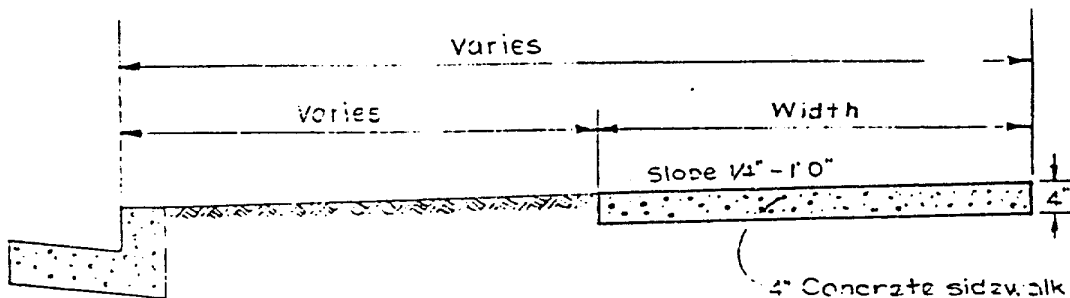
# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## SIDEWALK REPAIR



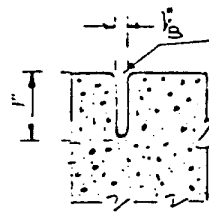
PLAN



SIDEWALK DETAIL

### NOTES

1. Match width and scoring pattern with adjacent existing sidewalk.
2. Concrete shall be 2500 psi @ 28 days. Max. 4" slump.
3. Construct sidewalk on firm stable subgrade.
4. Light broom finish
5. Impervious membrane cure



If joint is greater than 1/4" wide it shall be filled with petroclastic material

DETAIL  
WEAKENED PLANE JOINT

Drawn	MED	No.	Revised	b.
Checked	JBG			
Date	JULY 1975			

Approved By

Public Works Director  
RCF 17809

9-1-75

STD  
PLAN

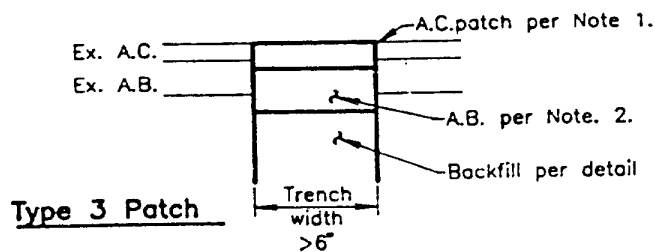
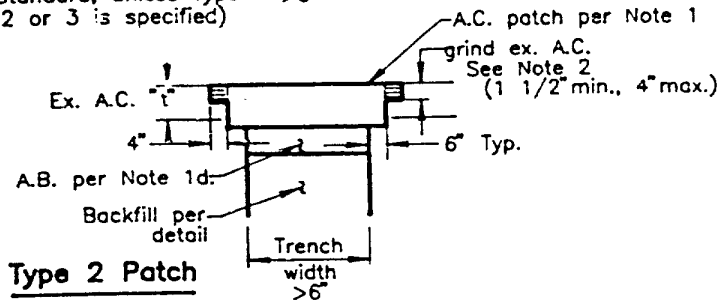
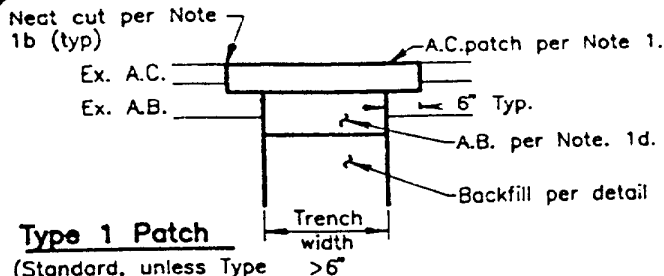
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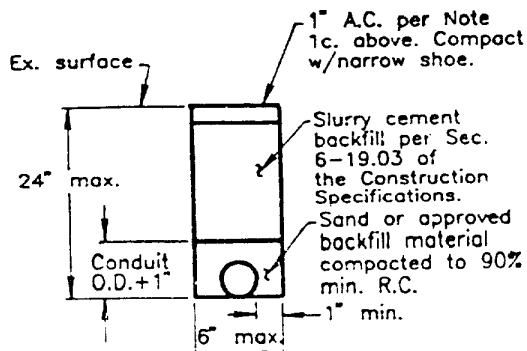
# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Trench Structural Section Requirements



### PAVEMENT REPLACEMENT



### 3" & Smaller Conduit (Wheel Cut Trench)

### NOTES: 1. Type 1 Patch:

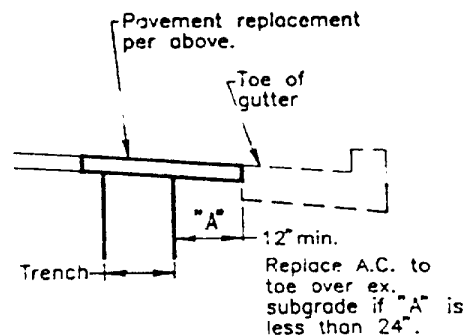
- Total AC thickness to match existing plus 1", 3" minimum applied in two lifts.
  - Drop hammer or other rough cut allowed for initial cut along trench wall. Final AC removal per Sec. 6-15.02 "Removal Methods" of the Construction Specifications.
  - AC replacement per Sec. 6-39.04 "Trench Replacement and Shoulder Paving" of the Construction Specifications.
  - AB thickness per Plans. AB may be replaced by additional AC (50% of req'd AB thickness).
2. Type 2 patch optional except when required by the City. Grind depth shall be adjusted to match existing overlay thickness.
3. Type 3 Patch to be used when shown on the plans or as approved by the Engineer, generally on streets to be overlaid.
4. Controlled density fill (CDF) may be used for backfill with the prior approval of the Engineer.

Backfill:  
Native material  
• 90% R.C.  
except approved select material or A.B. Cl. 2 • 95% required.

for:

- Type 2 patch
- Excavation smaller than 3'x3' Pipe bedding per Std. Plan 501

### BACKFILL



### Adjacent to Gutter

### SPECIAL CASES

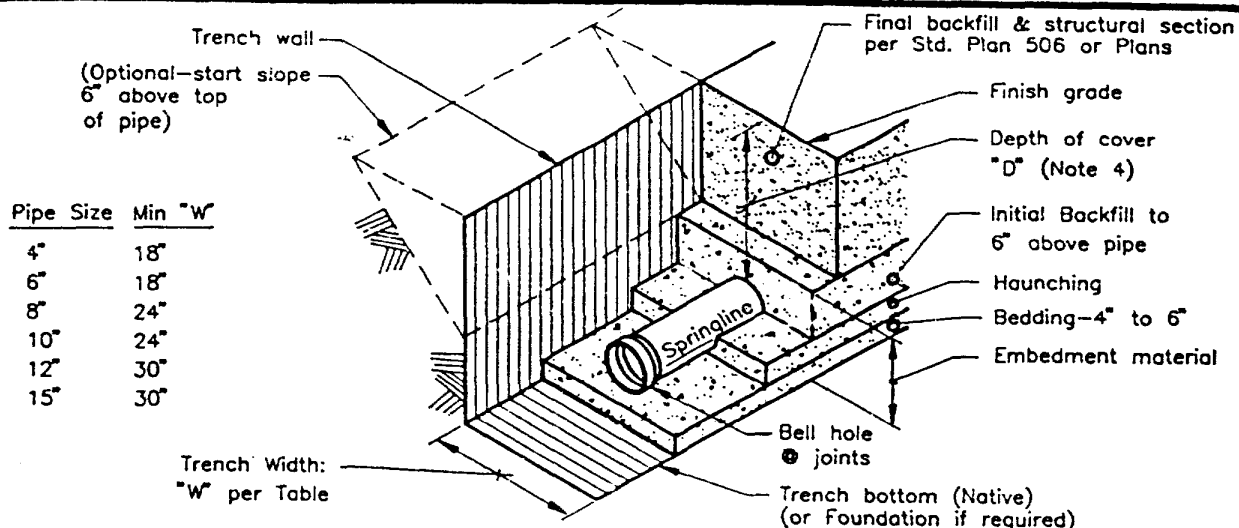
Dr. KT	No.	Date	Revision	Appr.	Approved By:	STD PLAN
Ch. <i>RG</i>					<i>Julius R. ...</i>	506
Date: 1/22/02					Public Works Director R.C.E. F-509	



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## Pipe bedding & Backfill— Flexible Pipe Trench Section



- NOTES:**
1. This Std is for PVC SDR 35 (4" thru 15" dia) and ductile iron pipe (up thru 14" dia) conforming to City Design Standards and Construction Specifications.
  2. Class 1 embedment material shall be used unless specified otherwise on the plans.
  3. This Std applicable only for stable trench walls where no standing water or groundwater is anticipated. Special details required for unstable soil identified in soils report. For minor occurrences of instability (sand pockets, etc), voids in the embedment zone shall be filled with the specified embedment material to at least two pipe diameters all around the pipe.
  4. Minimum depth of cover for mains is 3 ft to finish grade; service laterals per plans.
  5. With crushed rock embedment, install a cut-off dam of 3 ft. of approved material every 100 ft. Crushed rock shall meet 3/4" or 1/2" max. aggregate asphalt concrete specifications or as approved by the Engineer.

### EMBEDMENT MATERIAL

	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Description	Crushed Rock 3/4"-1 1/4"	Coarse Sand & Gravel	Fine Sand Mixtures	Silt, Silty Clays	Organic Soils
USC Soil Type	Well graded (See Note 5)	GW, GP, SW, SP	GM, GC, SM, SC	MH, ML, CH, CL	OL, OH, PT
Foundation	If required, per special design to be shown on plans				
Bedding	Consolidate with vibrator or flat shovel	Compact to 85% Min. R.C.	Compact to 90% Min. R.C.	Special Design	Not Permitted
Haunching	"slicing" (See Note 5)	Cut-off dam (per Note 5)	Compact to 90% Min. R.C. in <u>two lifts</u>		
Initial Backfill	Per Class II or III, or use crushed rock per above.	Compact to 85% Min. R.C. in <u>two lifts</u>	Compact to 90% Min. R.C. in <u>two lifts</u>		
Maximum Depth of Cover "D" (without special design)	20 ft	20 ft	20 ft		

Dr. KT	No. Date	Revision	Appr.	Approved By:	STD PLAN
Ch. <i>[Signature]</i>				<i>[Signature]</i>	1-28-72
Date - 99				Public Works Director R.C.E. 17502	Date 501A